



## Contract of Enrolment – New Zealand Management Academies Limited

Enrolment is subject to the availability of places within the College (New Zealand Management Academies Limited). If the College reserves a place for a student and offers enrolment then, subject to payment, this Contract of Enrolment (CoE) is binding as a contract between the College and the student. This CoE will incorporate the "International Student Policy" (the IS Policy) (available at the prospective provider's website) and the statutory terms summarised in this application form under the heading "Summary of terms implied by statute" (Statutory Terms). This CoE is the "Contract of Enrolment" entered into between the College and the student in accordance with the Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021 (the Code) and shall be governed by and construed in accordance with the Code and all other applicable laws of New Zealand.

### Payment of Fees

- All fees must be paid in full prior to course commencement.
- Places are not guaranteed until the tuition fees have been paid in full and space remains available for the intake student applied for.
- In accepting this enrolment, the student undertakes to pay all fees as they become due. No student shall commence / continue to be enrolled unless the required tuition fees have been paid.
- Payments may be made using Flywire where a range of payment options are available. Please ensure the student's name and identification number are included when making payment on Flywire.
- All funds received in payment of student fees will be protected as more particularly described in the Statutory Terms.

### Refund Policies

#### Tuition fees

- Up to 25% of tuition fees relate to costs incurred through pre-arrival services, such as interpreting and translation, assistance with formalities relating to immigration procedures, travel to, and accommodation in New Zealand, and marketing recruitment costs. These fees may be retained by the College. When students are eligible for a refund of tuition fees the following fee payments may not be refundable:
  - Enrolment Fee;
  - Insurance costs (when already purchased);
  - Accommodation placement fee or designated caregiver assessment fee or airport pick-up fee;
  - Fees relating to Homestay accommodation used by the student;
  - Fees relating to tuition already delivered;
  - Portion of Unused Tuition Fees – the College may retain a portion of unused tuition fees. Amounts retained will relate to costs that have been incurred or committed by the College and may vary depending on the time of year the request is received; or
  - Export Education Levy.
- Subject to the exclusions and retentions described above and the provisions of the Education and Training Act 2020, a full or partial refund of fees may be payable by the College (on application by the student) in the following circumstances:
  - the repayment of excess prepaid fees, either at the end of their final course, or, before the end of the course. If the student is in their final programme, all tuition fees have been paid, the student is over 18, and all College guaranteed accommodation has been prepaid.
  - if the College withdraws an Offer of Place because it is unable to provide the course (including if the College ceases to be a signatory or provider (as those terms are defined in the Education and Training Act 2020)), all tuition fees are fully refundable.

- if a Conditional Offer of Place is made and the academic condition is not met, tuition fees are refundable less any costs incurred by the College prior to the College becoming aware of the academic condition not being met.
- where an Offer of Place was made and the visa application declined by Immigration New Zealand, tuition fees are refundable less any costs incurred by the College prior to the College becoming aware of the visa not being granted.
- a notice of withdrawal due to exceptional circumstances may, at the sole discretion of the College Executive / Senior Management Team, be accepted as grounds for a refund of tuition fees. The College Executive / Senior Management Team may require documentary evidence in support of the application for the refund, and a refund may not be made if the written notice of withdrawal is unreasonably delayed. Exceptional circumstances may include: inability to obtain a student visa; serious illness or disability of the student; death of a student or close family member (parent, sibling, spouse or child); and, political, civil or natural event that prevents arrival of the student. In the event of a withdrawal from a course(s) 10 or more working days after course commencement, the College will deduct any fees which have been paid or incurred by the College or other representatives (including the student's representative/agent fees). The cost of any additional services that were completed prior to withdrawal will also be retained. - if a notice of cancellation / withdrawal is made in writing to the College Executive / Senior Management Team, the percentage of fees payable as a refund will be calculated in accordance with the table below.

### **Other Fees**

Accommodation fee refunds will be made after a student ceases Homestay accommodation following the deduction of any fees or expenses owing in respect of accommodation.

### **No Refunds**

- The College will not refund the tuition fees of any student whose Offer of Place is withdrawn as a result of:
  - The student obtaining entry to the College through the supplying of incorrect and / or fraudulent documentation; or
  - the student breaching any College rules and policies (each as amended from time to time), and / or New Zealand law including where the breach occurs prior to course commencement.
- The College will not refund the tuition fees of any student who is stood down, suspended, or excluded from the College in accordance with this CoE or the IS Policy.
- Any excess fees or other funds that remain unclaimed for a period of one year or more from the end of a student's final programme will be forfeited.

### **Payment of Refunds**

- Refunds will be made by telegraphic transfer in New Zealand Dollars or foreign currency equivalent at the time of the refund.
- The telegraphic transfer will be made out to the student and sent to the student's home country address unless other arrangements have been approved by the College Executive / Senior Management Team. This is usually within 10 working days of an application for a refund being received and the correct bank account information being provided.

### **International Students who obtain Permanent Residence Status**

A student enrolled in a College programme as an international student who subsequently obtains residency (and qualifies as a domestic student) must provide evidence of their residency status to the College.

### **Infringement**

#### **Disciplinary action**

The College may take appropriate disciplinary action in response to the conduct or behaviour of a student including standing down, suspending or excluding the student and terminating the CoE. Such action may be taken whether or not the conduct or behaviour occurred while the student was under the supervision or control of the College if the College is satisfied on reasonable grounds that:

- the student's gross misconduct or continual disobedience is a harmful or dangerous example to other students at the College;
- because of the student's conduct or behaviour, it is likely that the student, or other students at the College, will be seriously harmed if the student is not stood-down or suspended or excluded as the case may require;
- the student's conduct is in breach of the College rules and policies (each as amended from time to time), and / or New Zealand law including where the breach occurs prior to course commencement and one or more of the following applies:
  - the breach or breaches would constitute an ongoing risk to the student's education, health, safety, well-being, or personal welfare for which the College is responsible under the Code;
  - the breach or breaches would constitute an ongoing risk to another person's education, health, safety, well-being or personal welfare;

For further information regarding the College's obligations when taking disciplinary action and the procedure to be followed when taking such action please refer to the IS Policy available at the prospective provider's website.

#### **Withdrawal of Offer of Place**

The College may withdraw an Offer of Place and terminate the CoE if:

- the student obtains entry to the College through the supplying of incorrect and / or fraudulent documentation;
- the student's visa application is declined by Immigration New Zealand (or the visa has expired or is subsequently withdrawn for any reason);
- the student is in breach of the CoE (including where the breach occurs prior to course commencement);
- the student is in breach of the College rules and policies (each as amended from time to time), and / or New Zealand law (including where the breach occurs prior to course commencement);
- the College is unable to guarantee the accommodation arrangements for students under 18 (including students who will live with a parent or residential caregiver);
- the student does not have sufficient funds to pay tuition fees (and any other fees/costs) payable in relation to the programme of study and / or accommodation arrangements;
- the College is unable to provide the course (including if the College ceases to be a signatory or provider (as those terms are defined in the Education and Training Act 2020));
- the student or their parents fail to declare any relevant (as determined by the College) disciplinary measures (including any suspension or expulsion) and / or any learning need and / or behavioural needs and / or prior known medical or mental health conditions which the College views as a serious omission; or
- the withdrawal of an Offer of Place or termination of the COE is in the student's best interest / academic progress of the student is not at a level enabling them to progress and pass, with an option to restart this programme or another more appropriate programme.

#### **Miscellaneous**

##### **Intellectual Property**

All intellectual property created by the student while attending the College will be owned exclusively by and for the benefit of the College.

##### **Recognition of Prior Learning**

The College has a policy covering the recognition of prior learning. Applications for recognition of prior learning must be made on the prescribed form and be received by the College 2 weeks before the Unconditional Offer is issued. No late applications will be considered.

### **Student Accommodation**

- International students under the age of 18 are required to board with homestay families registered and approved by the College for the duration of their study. Exceptions are only made for students who are staying with close family relatives year-round (as "residential caregiver" as defined in the Code). Any such arrangement must meet with the approval of the College Executive / Senior Management Team.
- Students who are under 18 and who live with a parent are required to have their accommodation arrangements approved by the College. The U18 Accommodation Guarantee and Service Fee will apply.
- The minimum length of student accommodation normally provided by the College is 8 weeks. Transport to and from the College is not included. For students below 18 years old, advance payment is mandatory until they reach the age of 18 or complete the programme, whichever occurs first.
- The possession, carrying, storing, or discharge of any firearm (including any airgun, air rifle, or air pistol) on or in any student accommodation (including any Homestay accommodation) is strictly forbidden.
- For further information regarding accommodation arrangements for international students please refer to the IS Policy.

### **Conditional Acceptance**

In the student's interview (where applicable), there were a series of questions under the heading "Disciplinary Record". This CoE is conditional upon the answers given being true and complete and, further, upon there being no change to those answers up until the student's first day at the College.

### **Complaints Procedure**

The College has a set procedure to resolve complaints. If the complaint is unable to be resolved satisfactorily within the College it can be taken to the College Support Team or sent in writing to a College Executive / Senior Management Team member as per the internal complaints process. If it is still not resolved, then the complaint can be taken to the NZQA, who will process the complaint. NZQA is a government organisation and they can provide an independent assessment of the complaints. Raising a complaint with NZQA will not adversely affect a student's immigration status.

Students can download the complaint form from [Complain about an education provider](#). Completed complaint forms, along with any supporting evidence, can be sent to: Risk Management, NZQA, PO Box 160, Wellington, 6140, or, email or scan the completed form along with scans of any supporting evidence to [mrisk@nzqa.govt.nz](mailto:mrisk@nzqa.govt.nz). For more information on the complaint process, students can contact NZQA on 0800 697 296 or refer to the Student Handbook.

In the event that students encounter challenges where providers do not adhere to the Code of Pastoral Care, or in case of complaints related to the Immigration New Zealand services and visa processing, students are entitled to initiate a complaint resolution process through [Make a complaint](#).

The Ministry of Education established a Combined Dispute Resolution Scheme incorporating both international and domestic frameworks. This scheme is primarily designed to address disputes arising from contractual and financial matters. Pursuant to this, international student may lodge with a DRS operator for resolution of a dispute in [Education \(Domestic Tertiary Student and International Student Contract Dispute Resolution Scheme\) Rules 2023](#).

### **Insurance**

International students must have current appropriate insurance which meets the Code and the College or UP Education Limited's requirements while studying in New Zealand.

### **Obligation by the College**

- The College undertakes to provide tuition as set down from time to time in the prospectus.
- The College may decline to offer a subject if there are insufficient students wishing to study it or there is no staff member available to teach the course. At times, it may also be necessary to close the roll in a subject if it is deemed to be full by the College Board.
- The College does not guarantee a position of employment. For programmes which include practical training and/or internships, the College does not guarantee internships if you have a criminal conviction which may prevent you from being offered employment with a company.
- The College cannot be held responsible for conditions of post study employment imposed by employers. The College cannot provide advice but can direct you to sources of employment advice.
- The College reserves the right to alter a course if deemed necessary and is not liable to any student if contracted services cannot be provided for any reason beyond the control of the college, such as the withdrawal of an agreement from a supplier, political unrest, industrial action etc.
- The College advises that in programmes which include practical training and / or internships students must meet the requirements for English language proficiency, grooming, dress, attendance and good conduct.
- The College advises that in some programmes there are designated uniform / dress requirements. To be able to participate students must meet the grooming standard.
- The College advises that specified criteria as advised by the lecturer / teacher must be reached before students can participate in trips outside of the College, including field trips, internship, and / or work experience. Failure to meet these criteria will result in students being unable to participate, and / or unable to meet programme academic requirements, with no refund payable.
- The College advises that if students are absent from class a medical certificate is required before a make-up class can be attended. The College will advise when make-up classes can be attended and who may attend. Failure to meet College directions will mean students cannot complete the programme.

### **Liability**

To the fullest extent permitted by the Fair Trading Act 1986, Consumer Guarantees Act 1993 or otherwise at law or in equity, the College's liability, whether arising as a result of any breach of this CoE or on any other ground or basis (including liability as a result of negligence), will be limited to the fees actually paid by the student or applicant(s) or any other person (in respect of the student's or the applicant(s)' tuition) to the College. Except for any liability arising from the Fair Trading Act 1986 or Consumer Guarantees Act 1993, under no circumstances will the College be liable to the student or the applicant(s) or any other person for indirect or consequential loss or damage of any kind (including loss of profits or opportunity).

## Amendments

As of January 2024, every attempt was made to present accurate information in this document.

The College and UP Education Limited (or any of its related bodies corporate in New Zealand) (“UP Education”) reserves the right to change the programmes it offers and the fees, terms, and conditions applicable to those programmes. The College or UP Education will give students reasonable notice prior to making such a change. Where such a change has a material adverse effect on the student, the student may terminate this CoE by giving notice to the College within two weeks of being informed of the change. Where the student terminates this CoE, the student will be entitled to receive a refund of any funds paid which relate to the period after the termination date.

For the avoidance of doubt, the fees and material terms and conditions that apply at the time that the student is offered and accepts enrolment to a College will apply throughout that enrolment.

For the most up to date CoE, IS Policy, fees, and course information, please refer to the prospective provider’s website.

Programme	Full refund of all fees	College to retain 25% of tuition and course related fees paid	No refund
<b>For programmes 3 months or longer in duration</b>	Notice received by the College 21 working days or more prior to the course commencement	Notice received by the College up to the end of the 10th working day following course commencement	Notice received by the College on or from the 11th working day following course commencement
<b>For programmes less than 3 months in duration</b>	Notice received by the College 6 working days or more prior to the course commencement	Notice received by the College up to the end of the 5th working day following course commencement	Notice received by the College on or from the 6th working day following course commencement

- Commencement of the course is inclusive of orientation days, at which attendance is required.
- The Education and Training Act 2020 provides for minimum refund thresholds in certain circumstances. As of January 2024, the refunds payable according to the table above fell within the thresholds determined by the Education and Training Act 2020. If the minimum refund thresholds in the Education and Training Act 2020 are adjusted downwards, the table above will be deemed to be adjusted downwards for the College’s refund policy to continue to comply with the relevant thresholds.

Student name		Signature		Date	Day / Month / Year
Name of parent/legal guardian (for students under 18 only)		Signature		Date	Day / Month / Year



## Enrolment Acceptance – New Zealand Management Academies Limited

I/We confirm acceptance of the place offered by the College (New Zealand Management Academies Limited). I/We understand this reserves a place for the student named below and that the registration, accommodation placement, accommodation, and tuition fees must be paid as per the Contract of Enrolment.

I/We note and accept the requirements regarding payment of fees and the conditions relating thereto. (For full details, see the “Payment of Fees” and “Refund Policies” sections of the Contract of Enrolment).

I/We agree that the College has arranged to protect student fees as described in the “Summary of Terms Implied by Statute”.

I/We agree that the schedule of fees indicated on the Offer of Place / Request of Payment at the time was issued is correct.

I/We understand that payment of all fees as specified in the Offer of Place / Request of Payment is required prior to being able to commence the study. No student shall commence / continue to be enrolled unless the appropriate tuition fees have been paid.

I/We agree that the student fees held as described in the Statutory Terms will be released in the following manner:

- Homestay expenses fortnightly
- Tuition fees at the end of each term or cycle
- Insurance – upon arrival at the College and then on the renewal date
- Other items as advised.

I/We authorise Immigration New Zealand to provide the College with any personal details regarding the student’s immigration status, including any information that has been submitted to Immigration New Zealand in the course of any visa or permit application.

I/We authorize any dedicated staff of UP Education Limited (or any of their related bodies corporate) (“UP Education”) to contact Immigration New Zealand on my behalf regarding my visa status and application.

I/We agree that unless the student has their own appropriate insurance policy that meets the Code and UP Education’s requirements while studying in New Zealand, UP Education will arrange an appropriate insurance policy. To activate the policy, UP Education will provide the insurance company with the student’s information. International students must hold insurance for the duration of their enrolment and visa.

I/We note and accept that the course plan of the student on arrival is the course plan indicated on the Offer of Place issued in accordance with the student request and subject to meeting stated entry requirements.

I/We note and accept that any international student under the age of 18 must board with one of the College’s registered or approved homestay families or live in accommodation that is approved by the College.

I/We confirm that the information supplied to support the application is true and correct.

I/We agree to advise the College immediately should the student’s disciplinary record change to the extent that the information provided upon application or in an interview (either at the College or by telephone or email) would now be different.

I/We agree to the use (including disclosure) of student information by the staff of the College and the parent / student appointed representative for any purpose related to the education or the well-being of the student concerned, both before and after admission.

I/We hereby authorise the College to release, or make available through electronic or other means, to the student and the parents and / or guardians of the student any information about the student which it creates or receives in the course of the student’s enrolment with the College, including course results and personal information relating to the student’s well-being.

I/We agree that we will notify the College of any changes in contact details, accommodation type, and residential address, both before and after admission.

I/We acknowledge that email services as the primary means of communication from the College. Upon receiving and/or reading any email, I/We agree to be bound by the terms and conditions outlined herein and continued retention or use of the services provided constitutes acceptance of these terms.

I/We guarantee the good behaviour of the student in New Zealand.

I/We understand that the provision of false enrolment information could lead to withdrawal of an Offer of Place, termination of the Contract of Enrolment, and/or expulsion of the student.

I/We accept the right of the College to affect a course change if this is seen to be in the best interest of the student.

I/We agree to be bound by the Contract of Enrolment (which incorporates the International Student Policy and the Statutory Terms referred to therein), as found in the prospective provider's website, and to ensure that the student complies with the College rules and New Zealand law.

I/We consent to receive electronic messages from the College regarding services offered by UP Education.

I/We agree that the student is responsible for all their personal belongings, not limited to, books, equipment, computers, tablets et al, and I hereby release UP Education from all liability and claims for loss or damage to such items, however caused.

I/We have disclosed to the College all information related to past disciplinary measures (including any suspension or expulsion) and/or any learning needs and/or behavioural needs and/or prior known medical or mental health conditions that the College views as a serious omission. Furthermore, I/We agree that the College may withdraw an Offer of Place and terminate the Contract of Enrolment if after arrival the College is made aware of any information that should have been disclosed at the time of enrolment.

I/We understand that the student may be required to attend organised excursions and activities as part of the programme of study.

I/We consent that a member of the College Executive / Senior Management Team may act as guardian for the student if the need arises when the student has medical or mental health issues and that a member of the College Executive / Senior Management Team may act in the best interests of the student and parents.

I/We agree to indemnify the College and UP Education for any expense, loss, damage, or liability of whatsoever nature as a result of authorising and arranging such emergency medical treatment.

I/We agree that any images or videos or voice recordings taken of the student throughout the period of enrolment may be used by the College, UP Education, any of their respective related bodies corporate or contracted business partners for any promotion purpose.

I/We agree to access all available well-being and 24/7 safety services available to students to be used for the duration of my study with the College / UP Education.

**Nothing in this document will release the student or the parent / guardian from any obligation, liability, or undertaking under the Contract of Enrolment and / or any other document related to or connected with the enrolment of the student in the College. I/We declare that we have read and understood the above declarations and agree to them.**

<b>Student name</b>			<b>signature</b>		<b>Date</b>	<b>Day / Month / Year</b>
<b>Name of parent/legal guardian (for students under 18 only)</b>			<b>signature</b>		<b>Date</b>	<b>Day / Month / Year</b>





## Summary of Terms Implied by Statute - New Zealand Management Academies Limited

This summary records the minimum requirements imposed on the College (New Zealand Management Academies Limited) by statute as of the date of publication of this application form. The summary will be deemed to be incorporated into each Contract of Enrolment.

The summary is not intended to be a substitute for the statutory requirements and in the event of any conflict between the summary and a statute, the terms of the relevant statute will prevail. If any relevant statute is amended following the date of publication of this summary and such an amendment imposes more onerous or obligations on the College, then this summary and the relevant Contract of Enrolment will be deemed to be amended accordingly.

### Student fee protection

The Student Fee Protection Rules 2022 made under section 452 of the Education and Training Act 2020 and the Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021 (the Code) (and the associated guidelines) contain provisions relating to the protection of student fees.

In order to comply with the various obligations under these provisions, student fees paid in advance are held in trust by an independent trustee. Fees are transferred from the relevant trust to the Colleges' operating accounts after commencement in stages as the course is completed.

In the event a programme is terminated, and alternative tuition services are not provided, the student may be entitled to a refund of prepaid student fees pro rata for the balance of the course based upon the number of full weeks required to complete the programme subject to and in accordance with the refund policies set out in the Contract of Enrolment.

### Privacy

The Privacy Act 2020 stated the aim of protecting the privacy of natural persons. It requires the College to collect, use, store and disclose personal information in accordance with the twelve information privacy principles in the Act available on the [Privacy Commissioner](#) website.

The College complies with the principles of the Privacy Act 2020 (and the information privacy principles in that Act) in respect of personal information. Personal information is collected by the College during the enrolment process and during the period in which the student is enrolled at the College and is intended for use in connection with the education and well-being of the student. Information will be stored on College files and databases and all practicable security measures will be maintained. A unique identifier will be assigned to each student, which will be used in conjunction with a secondary means of identification or password / PIN. Staff members and other personnel within the College or within agencies under contract to the College will have access to student personal information for purposes relevant to normal College operations including but not limited to: student recruitment, marketing, admission, enrolment, study, academic progress, tuition fees, and charges, establishing and maintaining academic records, assessment, academic agreements (scholarship providers or sponsors, programme delivery partners), academic advice and support, student services, discipline, security, and safety, Library and IT services, managing records of graduates, and other alumni, and managing and improving the quality of services provided by the College.

In order to conduct its proper business and as required under the Education and Training Act 2020 and other laws, regulations, and contractual agreements by which it is bound, the College may use the student information it holds and may disclose information to external agencies such as government departments, bodies responsible for course moderation and professional accreditation or membership, agencies for financial support and pastoral care. This includes use and disclosure as required for the College to comply with the requirements of the Ministry of Education (student statistical returns), New Zealand Qualifications Authority (Record of Learning registration and Unit Standard outcomes), Tertiary Education Commission (funding returns), Industry Training Organisations (funding and academic outcomes), Ministry of Social Development (confirmation of enrolment and academic outcomes), Inland Revenue Department (student loan interest rebate) and Immigration New Zealand (if the student is not a New Zealand citizen or permanent resident).

In addition, the College may disclose personal information to Government agencies such as the New Zealand Police, Department of Justice, Ministry of Social Development and the Accident Compensation Corporation (ACC).

In signing / accepting the acknowledgment section of this information and Application Form / online application platform (ENROLLER) and the Enrolment Acceptance Form when the student accepts an offer to study, the student authorises such disclosure on the understanding that the College will observe the general conditions governing the release of information, as set out in the Privacy Act 2020 and the Education and Training Act 2020.

The College will make information held about a student available to the student upon request and in accordance with the Privacy Act 2020, which also describes the conditions under which information may be withheld.

Students have the right to request correction of personal information held in accordance with the provisions of the Privacy Act 2020. If a student withholds information or provides incomplete, false, or misleading information the College may decline or cancel the admission or enrolment and may withhold the academic record if its veracity cannot be confirmed.

### **Code of Practice requirements**

The College has agreed to observe and be bound by the Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021 administered by the Ministry of Education. A copy of the Code and the associated guidelines are available on the [NZQA](#) website.

### **Immigration**

Full details of visa requirements, advice on rights of employment in New Zealand while studying, and reporting requirements are available through the New Zealand Immigration Service and can be viewed on the [INZ](#) website.

### **Eligibility for health services**

Most international students are not entitled to publicly funded health services while in New Zealand. If you receive medical treatment during your visit, you may be liable for the full costs of that treatment. Full details on entitlements to publicly funded health services are available through the [Ministry of Health](#) website.

### **Accident insurance**

The Accident Compensation Corporation (ACC) provides accident insurance for all New Zealand citizens, residents, and temporary visitors to New Zealand, but you may be liable for all other medical and related costs. Further information can be viewed on the [ACC](#) website.

### **Goods and Services Tax (GST)**

All fees are quoted in New Zealand dollars and include Goods and Services Tax (GST) where applicable. This is a New Zealand Government tax payable on the supply of goods and services. GST is currently set at 15 percent and applies to all services that we deliver. Further information can be reviewed on the [IRD](#) website.