

Enrolment is subject to availability of places within the College. If the College reserves a place for a student and offers enrolment then, subject to payment, this Contract of Enrolment is binding as a contract on the College and the student. This Contract of Enrolment will incorporate the "International Student Policy" (the **IS Policy**) available at [www.up.education](http://www.up.education) and the statutory terms summarised in this application form under the heading "Summary of terms implied by statute" (**Statutory Terms**). This Contract of Enrolment is the "contract of enrolment" entered into between the College and the student in accordance with the Education (**Pastoral Care of International Students**) Code of Practice 2016 (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.
- No student shall continue to be enrolled unless the appropriate tuition fees have been paid.
- Payments may be made in New Zealand Dollars or US Dollars to the bank account, or by cash/ bank cheque. Bank drafts and telegraphic transfers or cheques should be to the credit of the College indicated on the Fee Request. The student's name and identification number must be entered on the document and quoted by the remitting bank.
- When payments are made by telegraphic transfer, the bank charges are debited to the student.
- On receipt of a payment in US Dollars, the student will be credited with the NZ Dollar equivalent amount based on the prevailing Westpac telegraphic transfer exchange rate, less any bank charges. Any deficit arising from a fluctuation in exchange rates must be met by students upon their arrival. Any surplus shall be held on behalf of the student as a credit towards future tuition and other fees.
- Payments by UP Education approved credit cards will attract an additional fee of 2.0 percent. Payments must be arranged using the UP Education Credit Card Payment Form
- All Funds received in payment of student fees will be protected as more particularly described in the Statutory Terms.
- A request to pay the course fees in instalments may be approved by the Head of International Admissions (in his or her sole discretion). This will attract an additional payment equivalent to 6 percent of the course fee. Applicants should be aware this may impact on the length of the student visa granted by Immigration New Zealand.

### 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:

- Administration Fee
- Insurance costs (when already purchased)
- Accommodation placement 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
- Export Education Levy

Subject to the exclusions and retentions described above and the terms of the Education Act 1989, a full or partial refund of fees may be payable by UP Education (on application by the student) in the following circumstances:

- 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 Act 1989)), 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 School/ 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 Principal/College Executive, be accepted as grounds for a refund of tuition fees. The Principal/College Executive 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 Principal/College Executive the percentage of fees payable as a refund will be calculated in accordance with the table at the bottom of this page.

#### Delay to the start date or the cancellation of a programme placement may incur penalties

Students are able to secure a place in a programme by paying their tuition fees in full within 30 days of an unconditional offer being provided. If a student at a later stage requests to delay their start date they must write to the Head of International Admissions with reasons to obtain support for the delay. A delay may also require a change of a student visa. The penalties may be applied at the discretion of the Head of

International Admissions if we are unable to fill the space reserved for you. The penalties will be:

- A change received in the last 10 days before course commencement – an additional charge equivalent to 10 percent of the quoted tuition cost will apply.
- A change received within the first 3 days after the advertised course commencement date - an additional charge equivalent to 15 percent of the quoted tuition cost will apply.
- A change requested within the first 4 to 10 days after the advertised course commencement date - an additional charge equivalent to 20 percent of the quoted tuition cost will apply

### Other Fees

- Accommodation fee refunds will be made after a student ceases Homestay accommodation following deduction of any fees or expenses owing in respect of accommodation and on release of UP Education from any guarantee it has given to Immigration New Zealand.
- Living expenses held when a student leaves UP Education may be refunded following a full reconciliation of that student's living expenses.

### 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 the College Rules, Accommodation Rules, residential caregiver agreement or this Contract of Enrolment.
- 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 Contract of Enrolment and 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 bank draft / telegraphic transfer in New Zealand Dollars or foreign currency equivalent at the time of the refund.
- The bank draft / 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 Principal/College Executive. This is usually within 10 working days of an application for a refund being received and the correct bank account information being provided.

### 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 Contract of Enrolment. 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 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

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

### Notes

- Commencement of the course is inclusive of orientation days, at which attendance is required.
- The Education Act 1989 provides for minimum refund thresholds in certain circumstances. As at June 2019, the refunds payable according to the table above fell within the thresholds determined by the Education Act 1989. If the minimum refund thresholds in the Education Act 1989 are adjusted downwards, the table above will be deemed to be adjusted downwards in order that the College's refund policy continues to comply with the relevant thresholds.

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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, Accommodation Rules, residential caregiver agreement or this Contract of Enrolment (each as amended from time to time), 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 [www.up.education](http://www.up.education).

### Withdrawal of Offer of Place

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

- a student obtains entry to the College through supplying incorrect / fraudulent documentation (whether supplied prior to or following course commencement);
- 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 Contract of Enrolment (including where the breach occurs prior to course commencement);
- the student is in breach of the College Rules, Accommodation Rules or residential caregiver agreement (each as amended from time to time) 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 Act 1989); or
- the student or their parents fail to declare any relevant (as determined by the College) behavioural or disciplinary history or any health or mental health conditions (prior or existing) which the College view as a serious omission.

### 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 5 working days prior to the commencement of study. 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 Head of International Student Services and Support and/or Principal.
- Students who are under 18 and who live with a parent or with an approved Residential Caregiver are required to have their accommodation arrangements approved by the College and to pay the U18 Accommodation Guarantee and Service Fee.
- The minimum length of student accommodation normally provided by the College is 8 weeks. Transport to and from the College is not

included. Please note that a minimum advance payment of 24 weeks student accommodation is normally required for long term students.

Advance payments of up to 40 weeks may be applicable to students from certain countries, as per visa regulations issued by Immigration New Zealand. Such fees will be held in support of any guarantee UP Education has been required to give to Immigration New Zealand.

- Fees for Homestay or other accommodation paid to UP Education will be held in trust for the student and released as required for payment of accommodation expenses.
- 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 available at [www.up.education](http://www.up.education).

### Living Expenses

Money paid to UP Education for student living expenses will be held in trust and released to students at a rate of \$1250.00 per month or on such other basis as may be agreed between UP Education and the student's guardian (or the student, if the student is over 18).

### 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 Campus Principal/Campus Manager or sent in writing to a College Executive member as per internal complaints process. If it is still not resolved then the complaint can be taken to NZQA, who will process the complaint. NZQA is a government organisation and they can provide an independent assessment of the complaint. Raising a complaint with NZQA will not adversely affect a student's immigration status.

Students can download the complaint form from <http://www.nzqa.govt.nz/assets/Providers-and-partners/Code-of-Practice/formal-complaint-form.pdf>. Completed complaint forms, along with any supporting evidence, can be sent to:

The Complaints Officer  
Quality Assurance Division  
New Zealand Qualifications Authority  
PO Box 160  
Wellington 6140

or  
email or scan the completed form along with scans of any supporting evidence to [qadrisk@nzqa.govt.nz](mailto:qadrisk@nzqa.govt.nz).

For more information on the complaint process, students can contact NZQA on 0800 697 296 or refer to the Student Handbook.

### Medical and Travel Insurance

International Students must have current medical and travel insurance which meets the UP Education's approved 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 or 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 and airlines. 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 (e.g. an airline), 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. Please refer to the Student Handbook for more details.

- 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, work experience or complete flight attending. Failure to meet these criteria will result in students being unable to participate, 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 Contract of Enrolment 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).

### Amendments

- As at June 2019, every attempt was made to present accurate information (including the fees) in this application form.
- UP Education reserves the right to change the programmes it offers and the fees, terms and conditions applicable to those programmes. 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 Contract of Enrolment by giving notice to the College within two weeks' notice of being informed of the change. Where the student terminates this Contract of Enrolment, 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 which 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 Contract of Enrolment, IS Policy, fees and course information, please refer to our website: [www.up.education](http://www.up.education).

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