

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 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.
- All Funds received in payment of student fees will be protected as more particularly described in the Statutory Terms.
- 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 UP International College New Zealand Limited. 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.
- A request to pay the course fees in instalments may be approved by the Director of Admissions and Student Services (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.
- The annual tuition fee is quoted on all documentation, the minimum fee for full time students is equivalent to one terms fee (25.0 percent of the annual fee).

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:

- 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 his or her 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 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 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 Director of Admissions and Student Services, be accepted as grounds for a refund of tuition fees. The Director of Admissions and Student Services 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 Director of Admissions and Student Services, the percentage of fees payable as a refund will be calculated in accordance with the table below:

International Students who obtain Permanent Residence Status

A student enrolled in a College Programme as an international student who subsequently obtains permanent residency (and qualifies as a domestic student) may be eligible for a refund of any annual tuition fees deposited in advance if the student provides their passport to the Director of Admissions and Student Services as evidence of their new status prior to the Ministry of Education Roll Return being completed on the 1st March return. The refund will be calculated for Terms 2 to 4. Applications received after the 1st March - the student's status will be changed to domestic but fees will not be able to be adjusted as the College funding from the Ministry of Education will not change until the next calendar year.

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 Director of Admissions and Student Services. 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 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.

Withdrawal of Offer of Place

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

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 Director of Admissions and Student Services.

- Students who are under 18 and who live with a parent are required to have their accommodation arrangements approved by the College. The UB 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. 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.

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).

Conditional Acceptance

In the student's interview (where applicable), there were a series of questions under the heading "Disciplinary Record". This Contract of Enrolment is conditional upon the answers given being true 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 Campus Principal or sent in writing to the Director of Admissions and Student Services. 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 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 qadirisk@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 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.

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

Unaccompanied international students are accepted into UP Education Colleges from age 13. UP Education will not admit students who are under the age of 13 on the date their programme commences.

| Full refund of all fees | College to retain 20% of tuition and course-related fees paid | College to retain 30% of tuition and course-related fees paid | No refund | Notes |
|--|--|--|---|--|
| Notice received by the College 5 months or more prior to the course commencement | Notice received by the College between 2 and 5 months prior to course commencement | Notice received by the College between 1 and 2 months prior to course commencement | Notice received by the College less than 1 month prior to course commencement | <ul style="list-style-type: none"> Courses are inclusive of Orientation days (attendance required) For Colleges and programmes other than UP International College English, the published course fee is used when determining the cancellation fee to be imposed |