

Terms and Conditions of Enrolment

Student name: _____

I agree that the information I have given to The Campbell Institute is true and correct. I have read and I accept the Terms and Conditions of Enrolment.

Student signature: _____

Parent signature: _____

(students under 18 years of age only)

Date: _____

Summary of terms implied by statute

This summary records the minimum requirements imposed on the School/College by statute as at the date of publication of this enrolment 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 School/College then this summary and the Contract of Enrolment will be deemed to be amended accordingly.

Student fee protection

Section 236A of the Education Act 1989 requires student fees to be placed in an approved trust account to provide security for the repayment of prepaid fees in the event programmes are terminated early. Accordingly, student fees paid in advance are held by the Public Trust. Fees are drawn down 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 is 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.

Privacy Act

The Privacy Act came into force on 1 July 1993 with the stated aim of protecting the privacy of natural persons. It requires the College to collect, hold, handle, use and disclose personal information in accordance with the twelve information privacy principles in the Act. legislation.govt.nz/act/public/1993/0028/latest/DLM296639.html.

Personal information collected by the College during the enrolment process and during the period in which the student is enrolled at the College is intended for use in connection with the education and well-being of the student and may be used by any of the staff of the College or consultant to the College in connection with that purpose. The College must 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), Immigration New Zealand (if you are not a New Zealand citizen or permanent resident) and agencies who support particular students through scholarships and prizes, payment of fees or other awards (if you are a recipient of one of these awards). The information is also used to select students for qualifications, to manage internal administrative processes, and for internal reporting. Information about students may be supplied to, and sought from, other educational organisations for the purpose of verifying academic records.

In addition, the College may release 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 the Campbell Terms and Conditions when you accept an offer to study you authorise 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 1993 and Section 226A of the Education Act 1989, disclosure of enrolment information by institutions. You may see any information held about you and amend any errors in that information.

Code of Practice requirements

The College has agreed to observe and be bound by the Education (Pastoral Care of International Students) Code of Practice 2016. A copy of the Code is available from legislation.govt.nz/regulation/public/2016/0057/latest/DLM6748147.html.

Immigration

Full details of visa and permit 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 their website at: immigration.govt.nz.

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, and can be viewed on their website at: moh.govt.nz.

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 at: acc.co.nz.

ACG's Pathway Visa partnership with Immigration New Zealand

ACG schools have been invited by Immigration New Zealand to join the Pathway Visa Pilot Project. Education providers who have a 90% student visa approval rate for the 2014/15 financial year have been invited to participate in the pilot.

ACG schools include:

- ACG New Zealand International College (The University of Auckland Certificate in Foundation Studies, AUT University Certificate in Foundation Studies and Victoria University of Wellington Foundation Studies Programme)
- The Campbell Institute
- ACG Parnell College
- ACG Senior College
- ACG Strathallan
- ACG Sunderland
- ACG Tauranga
- Animation College
- AMES - The Institute of IT
- NZ School of Tourism
- Yoobee School of Design

The Pathway Student Visa pilot operates from 7 December 2015. Participating education providers can offer a range of consecutive programmes of study either within their own institution or in conjunction with other selected education providers. A pathway student visa can be granted for a maximum of five years and removes the need to apply for any new student visa as you progress on an education pathway.

ACG study pathway examples:

- Years 9 to 13 at one of our schools
- 4 months at ACG English School or The Campbell Institute; followed by the University of Auckland Certificate in Foundation Studies; AUT University Certificate in Foundation Studies or Victoria University of Wellington Foundation Studies Programme followed by a named degree for three years at the respective university

Acceptance of terms

The application form must be signed by a parent or guardian when the student is under 18 years of age or for any student if the parent or guardian is responsible for the payment of fees.

Declaration

I/We declare that the information provided in this enrolment application is true and correct.

I/We agree to abide by the Contract of Enrolment.

I/We note and accept that the School/College* has arranged to protect student fees by entering into an agreement with the School's/College's nominated Trust Account.

I/We wish that the student fees be held in Trust with the nominated Trust Account to protect the student fees.

I/We agree that I/we will sign the request for payment schedule for the draw-down of funds from the nominated Trust Account and any subsequent payment schedules as the case may be.

I/We agree that the School/College may contact the student's current/ previous school in order to obtain or verify information relating to this enrolment.

I/We have disclosed to the School/College all information related to past disciplinary measures (including any suspension or expulsion) and/or any special learning or behavioural needs.

I/We are aware that I must immediately advise the School/College if any information provided is incorrect or changes or there are changes in my circumstances that are relevant to my application or to my student visa application or to my ability to support myself.

I/We agree that the student concerned will board with one of the School/ College's approved homestay families or live in accommodation that is approved by the School/College while enrolled at the School/College (applies to students aged under 18 years).

I/We agree to advise the School/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/ Skype) would now be different.

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

I/We hereby authorise the School/College to release, or make available through electronic or other means, to the student and the parents and/or guardians (and the agent) of the student any information about the student which it creates or receives in the course

of the student's enrolment with the School/ College, including course results and personal information relating to the student's well-being.

I/We understand that the final decision on whether ACG will provide INZ visa nomination will be made by ACG based on my application and information on this form.

I/We understand the "Acceptance of Terms", the relevant Contract of Enrolment (below) and the "Enrolment and Acceptance Form" will collectively advise ACG that when signed by me (and my parents when I am under 18 or when my parents are responsible for the payment of fees), I agree to ACG's terms and conditions.

I/We acknowledge that ACG can archive, display, or utilise any artistic material generated by the student during the programme of study for use in ACG publications, advertising, publicity and promotions.

I/We consent that the ACG Registrar act as guardian for the student if the need arises when the student has medical or mental health issues and to act in the best interests of the student and parents.

I/We authorise the ACG Admissions Team and the School/College to discuss my student visa application for the programme offered with Immigration New Zealand; to obtain information regarding the processing of the visa application and the decision on the application.

*School/College refers to all ACG New Zealand Schools/Tertiary Colleges

Signature of student: _____ Date: _____

Signature of parents/legal guardian: _____ Date: _____

I/We agree that any images or videos taken of the student throughout the period of enrolment may be used by the School/College for promotional purposes.

Consultant declaration (only to be completed if an educational agent has been involved in this enrolment)

I declare that I have personally conducted the interview process with the above student and I have sighted and confirmed the accuracy of all attached documentation.

Signature of consultant: _____ Date: _____

Contract of Enrolment

Applies to schools and colleges registered as Private Training Establishments (PTEs)

Enrolment is subject to availability of places within the School/College. If the School/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 School/College and the student. This Contract of Enrolment will incorporate the statutory terms summarized above. This Contract of Enrolment shall be governed by and construed in accordance with the 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.
- Up to 25% of tuition fees relate to 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 will be retained by the School/ College.
- Payments may be made in New Zealand Dollars, US Dollars or Euros to the bank account, or by cash/bank cheque. Bank drafts and telegraphic transfers or cheques should be to the credit of the Public Trust Fee Protect Account (or other nominated trust account). The student's name and Programme 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 or Euros, the student will be credited with the NZ Dollars 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 ACG approved credit cards will attract an additional fee. Payments must be arranged using the ACG Credit Card Payment Form.
- Course related fees from a student whose study plan includes a course at an ACG College will be transferred to the nominated Trust Account, where they will be held until the end of the tenth (10th) working day of the student's course, up to which refunds may be made according to the refunds policy stated below.
- A request to pay the course fees in instalments may be approved by the ACG Registrar (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 may 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. Where stated, these fees will be retained by the School/College.

Subject to the terms of the Education Act 1989, a full or partial refund of Fees may be payable by ACG (on application by the Student) in the following circumstances:

- The repayment of excess prepaid fees, either:
 1. at the end of their final course; or
 2. 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 School/College guaranteed accommodation has been prepaid
- If the School/College withdraws an Offer of Place, or is unable to provide the course (including if the School/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 School/College prior to the School/College becoming aware of the academic condition not being met.
- Where an Offer of Place was made and the visa application declined by INZ, tuition fees are refundable less any costs incurred by the School/College prior to the School/College becoming aware of the visa not being granted.
- A notice of withdrawal due to exceptional circumstances may, at the sole discretion of the ACG Registrar, be accepted as grounds for a refund of tuition fees. The ACG Registrar 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 School/College will deduct any fees which have been paid or incurred by the School/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 ACG Registrar. The percentage of fees payable as a refund will be calculated in accordance with the following table:

Programme	Full Refund of all fees	School/College to retain 25% of tuition and course related fees paid	No Refund
For programmes 3 months or longer in duration	Notice received by the School/College 21 working days or more prior to the course commencement	Notice received by the School/College up to the end of the 10th working day following course commencement	Notice received by the School/College on or from the 11th working day following course commencement
For programmes less than 3 months in duration	Notice received by the School/College 6 working days or more prior to the course commencement	Notice received by the School/College up to the end of the 5th working day following course commencement	Notice received by the School/College on or from the 6th working day following course commencement
Notes: <ul style="list-style-type: none"> • 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 December 2018, 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 School/College's refund policy continues to comply with the relevant thresholds. 			

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 ACG from any guarantee it has given to Immigration New Zealand.
- Living expenses held when a student leaves ACG may be refunded following a full reconciliation of that student's living expenses.

No refunds

- The School/College will not refund the tuition fees of any student whose Offer of Place is withdrawn through the supplying of incorrect and/or fraudulent documentation.
- The School/College will not refund the tuition fees of any student who is removed from the School/College roll through non-attendance and/or is expelled by the College Board.
- 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 ACG Registrar. This is usually within 10 working days of an application for a refund being received and the correct bank account information being provided.

Miscellaneous

Intellectual property

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

Infringement of rules or laws

An Offer of Place may be withdrawn if a student obtains entry through supplying incorrect/ fraudulent documentation. If a student does not comply with the School/ College and Accommodation Rules (as amended from time to time), the School/College reserves the right to suspend or expel the student.

Student accommodation

- International students under the age of 18 are required to live with a parent, live in a homestay or live with a Designated Caregiver which ACG approves.
- Designated Caregivers will be police vetted and ACG must undertake and approve a home visit. While the student is under the age of 18 ACG will undertake home visits of all students.
- Students who are under 18 and who live with a parent or with an approved Designated Caregivers are required to pay the U18 Accommodation Guarantee and Service Fee.
- The minimum length of student accommodation normally provided by the School/College is 4 weeks. Transport to and from the School/ 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 ACG has been required to give to Immigration New Zealand.
- Fees for Homestay or other accommodation paid to ACG will be held by Public Trust Fee Protect for the student and released as required for payment of accommodation expenses.

Living expenses

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

Complaints procedure

The School/College has a set procedure to resolve complaints. If the complaint is unable to be resolved satisfactorily within the School/College it can be taken to the Campus Principal or sent in writing to the ACG Registrar. If it is still not resolved then the complaint can be taken to NZQA. NZQA is a government organisation and they can provide an independent assessment of the complaint. Students can download the complaint form from: <http://www.nzqa.govt.nz/assets/About-us/Complaints-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. 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 ACG's approved requirements while studying in New Zealand.

The insurance policy must be presented in English and must cover/include:

- The student's travel:
 - a. to and from New Zealand;
 - b. within New Zealand; and
 - c. if the travel is part of the course, outside New Zealand; and
- medical care in New Zealand, including diagnosis, prescription, surgery, and hospitalisation; and
- repatriation or expatriation of the student as a result of serious illness or injury, including cover of travel costs incurred by family members assisting repatriation or expatriation; and
- death of the student, including cover of:
 - a. travel costs of family members to and from New Zealand; and
 - b. costs of repatriation or expatriation of the body; and
 - c. funeral expenses; and
 - d. the dates of coverage.

International Students must declare any pre-existing health conditions to their insurance provider.

Attendance

At the end of their course students will receive a Certificate of Course Completion. This is subject to the students' attendance rate, and students with an attendance lower than 90% may not receive a certificate.

Holiday during courses

Students may take a maximum of one week's holiday for each 12 weeks of study without loss of tuition, subject to visa conditions and attendance rate. ACG will not give refunds or course extensions for holidays over this allowance. Students must give at least one week's notice of the holiday request. If not, ACG may not grant the request and the student will lose any related tuition fees.

Obligations of the School/College

- The School/College undertakes to provide tuition as set down from time to time in the prospectus.
- The School/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 School/College Board.
- The School/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 School/College cannot be held responsible for conditions of post study employment imposed by employers and airlines. The School/ College cannot provide advice but can direct you to sources of employment advice.
- The School/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 School/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 School/College advises that in some programmes there are designated uniform/dress requirements. To be able to participate students must meet the grooming standard.
- The School/College advises that specified criteria as advised by the lecturer/teacher must be reached before students can participate in trips outside of the School/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 School/College advises that if students are absent from class for medical reason, students must present a medical certificate and advise the School/College about any absence.

Liability

To the fullest extent permitted by the 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 the applicant(s) or any other person (in respect of the student's or the applicant(s)' tuition) to the College. Under no circumstances will the College be liable for indirect or consequential loss or damage of any kind (including loss of profits).

Amendments

- As at February 2019, every attempt was made to present accurate information (including the fees) in this application form.
- ACG reserves the right to change the programmes it offers and the fees, terms and conditions applicable to those programmes. ACG 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 School/College will apply throughout that enrolment.
- For the most up to date fees and course information, please refer to our website: acgedu.com